

COMMITTEE AMENDMENT FORM

Committee TRANSPORTATION Page Number(s) 1

Ordinance I.D.# _____ Section(s) CAPTION

Resolution I.D.# 02-R-0204 Paragraph 7

Date 2/13/02

Amendment: Delete "2H27 574001 R2, E0506A2Y0
(\$725,000.00)" From the Caption and paragraph 7.

Change "(\$2,175,000.00)" in the Caption and para-
graph 7 to "(2,900,000.00)"

02-0-0204

**A RESOLUTION BY
TRANSPORTATION COMMITTEE
AS AMENDED**

AN AMENDED RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH GEORGIA POWER COMPANY ON BEHALF OF THE DEPARTMENT OF AVIATION FOR THE RELOCATION OF TEMPORARY OVERHEAD TRANSMISSION LINES TO UNDERGROUND DUCT BANKS IN THE FIFTH RUNWAY PROJECT AREA: PHASE 2, IN AN AMOUNT NOT TO EXCEED \$11,359,208.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM THE FOLLOWING FUND, ACCOUNT AND CENTER NUMBERS: 2H27 574001 R21E050693CG (\$8,459,208.00) AND 2H21 574001 R21E0506AZY0 (\$2,900,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta as owner and operator of the Hartsfield Atlanta International Airport, has undertaken a major expansion of the Airport to increase air traffic at the airport, including construction of a Fifth Runway;

WHEREAS, the Fifth Runway construction project includes the relocation of distribution power lines, poles, a substation and other things, owned and operated by Georgia Power Company; and

WHEREAS, the City of Atlanta and Georgia Power Company have entered into a Phase 1 agreement, executed on February 23, 2001, which refers to a Phase 2 agreement to be entered into between the parties after determination of permanent location and final cost of installing the power lines and fiber optic cable in underground duct banks; and

WHEREAS, in order to accomplish the relocation, Georgia Power Company requires the reimbursement of costs associated therewith, including advance payment for acquisition of materials that require long lead time and for engineering charges; and

WHEREAS, it is necessary to enter into an agreement with Georgia Power Company in order to provide for accomplishment of the work by Georgia Power Company and reimbursement of the cost thereof by the City, as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and is hereby authorized to execute on behalf of the City a Reimbursable Agreement with Georgia Power Company for the relocation of the power lines and fiber optic cable in underground duct banks in the Fifth Runway Project Area, in accordance with the terms and conditions of the Reimbursable Agreement, and for the reimbursement of the cost thereof by the City, as hereinafter set forth.

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WHEREAS, the City of Atlanta as owner and operator of the Hartsfield Atlanta International Airport, has undertaken a major expansion of the Airport to accommodate the increasing air traffic at the airport, including construction of a Fifth Runway; and

WHEREAS, the Fifth Runway construction project will require the removal and relocation of distribution power lines, poles, a substation and related equipment, among other things, owned and operated by Georgia Power Company; and

WHEREAS, the City of Atlanta and Georgia Power Company have entered into a Phase 1 agreement, executed on February 23, 2001, which refers to a Phase 2 agreement to be entered into between the parties after determination of permanent location and final cost of installing the power lines and fiber optic cable in underground duct banks; and

WHEREAS, in order to accomplish the relocation, Georgia Power Company requires the reimbursement of costs associated therewith, including advance payment for acquisition of materials that require long lead time and for engineering charges; and

WHEREAS, it is necessary to enter into an agreement with Georgia Power Company in order to provide for accomplishment of the work by Georgia Power Company and reimbursement of the cost thereof by the City, as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and is hereby authorized to execute on behalf of the City of Atlanta a Reimbursable Agreement with Georgia Power Company covering the Relocation of Power Lines and Equipment from the area of the Fifth Runway Project at Hartsfield Atlanta International Airport, subject to reimbursement of the cost thereof by the City up to an amount not to exceed \$11,359,208.00 and containing other terms and conditions substantially in accordance with those set forth in the document attached hereto as Exhibit A, and made a part hereof by reference.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following Fund Account and Center Numbers: 2H27 574001 R21E050693CG (\$8,459,208.00) and 2H21 574001 R21E0506AZY0 (\$2,900,000.00).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate contractual agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that this agreement shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to Georgia Power Company.

EXHIBIT A
Terms and Conditions
To be Contained in
Georgia Power Company Agreement

Georgia Power Company shall be responsible for relocating its Infrastructure.

- 1) Georgia Power shall be responsible for construction of two 115 kilovolt underground transmission duct bank circuits and installation of a telecommunication optical fiber cable along a route selected by mutual agreement of the Parties. The approximately 9,400 foot route shall begin with both circuits at the overhead to underground transition yard near existing tower number 28 and shall end at the existing structure number 33AS and 33AN.
- 2) Georgia Power shall install a 25 kilovolt west feeder which requires building a new feeder that shall extend from the relocated Sullivan Road North through the proposed utility easement, shall next extend west crossing I-285 to Loop Road, and shall then extend south along Loop Road tying into the existing power in the switching cubicle at the corner of Loop Road and the driveway of the Bank of America Operations Center.
- 3) Georgia Power shall install feeder connections to Crystal Lake: This installation shall require Georgia Power to build two (2) feeders out of the new Crystal Lake substation. One (1) feeder will extend west down the new relocated Sullivan Road and tie in to the existing distribution at Riverdale Road. The other feeder shall extend east up the new relocated Sullivan Road and tie in to the existing distribution on the old existing Sullivan Road.
- 4) Georgia Power shall perform temporary and permanent additions and modifications to the Infrastructure, including but not limited to miscellaneous distribution removals, relocations, and modifications to accommodate the Fifth Runway Project. These additions and modifications shall not include building new feeders.
- 5) Georgia Power shall rebuild the Riverdale substation feeder that services the South Cargo area. This task shall include, but not be limited to, rebuilding the distribution lines on Clark Howell Road, from immediately north of Weems Street to Lake Mirror Road, and extending west along Lake Morrow to the Access Road. The task shall also include, but not be limited to building a new feeder south along the Access Road, extending approximately 1000 feet before crossing I-285 to Loop Road, then extending south along Loop Road and tying into the existing distribution lines at the switching cubicle at the corner of Loop Road and ASR Road.
- 6) Georgia Power will coordinate its construction schedules under this Agreement with the City in order to minimize any potential disruption to Airport operations. Georgia Power shall use due diligence to complete the project in a timely fashion.

- 7) Other terms and conditions as deemed necessary to protect the best interest of the City.